

# Exhibit D

BAUDACCI NIGG STENBERG

RECHTSANWÄLTE ATTORNEYS AT LAW

**Via E-Mail and Regular Post**

Pillsbury Winthrop Shaw Pittman  
Attn: Mr. Joseph D. Dean  
1540 Broadway  
New York, NY 10036-4039  
U.S.A.

Zurich, 16 December 2015

**Insured:** Fédération Internationale de Football Association (“FIFA”)  
**Policy No.:** B0901LI1413318000 (Primary D&O Policy)  
**Notification:** Mr. Julio Rocha / United States against Jeffrey Webb et al.

Dear Mr. Dean,

- 1 We refer to your letter of 24 November 2015 to Mr. Gary Mann, which has been forwarded to us by Brit Global Specialty for response.
- 2 Your letter seeks the reimbursement and advancement of defence costs incurred by your client, Mr. Julio Rocha, in connection with the Indictment brought in New York Federal Court on 20 May 2015 by the United States of America (the “Indictment”). The criminal charges against your client include racketeering conspiracy as well as wire fraud and money laundering.
- 3 This letter will respond on behalf of the insurers (the “Primary Insurers”) subscribing to the captioned primary Directors and Officers Liability Insurance Policy No. B0901LI1413318000 (the “Policy”) incepting 30 December 2014. The statements made and positions taken in this letter are made solely on behalf of the Primary Insurers and not in relation to any excess D&O policies issued to FIFA.
- 4 Please be advised that your client would be covered under the Policy in principle only to the extent that he falls within the definition of an “Insured Person” set forth in Clause 1.3. The definition includes managerial and supervisory personnel of FIFA, including

members of standing or ad-hoc committees. It also includes FIFA employees “*while acting in a managerial or supervisory capacity*”.

- 5 At page 2 of your letter, you state that commencing in January 2013, Mr. Rocha was “*a FIFA Development Officer based in Panama, responsible for overseeing FIFA’s development efforts in Central America.*” In order for us to determine whether your client falls within the scope of the definition of an “Insured Person”, please provide us with a copy of the corresponding contract of employment with FIFA along with a description of his role and the services provided to FIFA.
- 6 We would note further that coverage only applies if Mr. Rocha actually or allegedly acted in his function or capacity as an Insured Person pursuant to Clause 1.1 (“Insured Loss”) of the Policy. According to the allegations against Mr. Rocha described at Paragraphs 200 to 209 of the US Indictment, the alleged \$150,000 bribe was paid in May 2011, before Mr. Rocha allegedly became a FIFA Development Officer in January 2013. We would request an explanation of the relationship between Mr. Rocha’s alleged position as a FIFA official and the bribery asserted in the Indictment.
- 7 Pending receipt of your response, please be advised that Primary Insurers reserve all other rights under the Policy and in law that may be available to them in connection with the matters notified in your letter and attachments, including, but not limited to, the exclusions for wilful misconduct and all rights in connection with possible misrepresentation and/or nondisclosure based on facts which may come to light in the course of our coverage investigation.
- 8 Finally, would you kindly disclose whether there is any other potential insurance or indemnification for Mr. Rocha’s defence costs in connection with the Indictment and provide is with copies of all such contracts.

We look forward to your response. Thank you for your attention to these matters.

Very truly yours,



Erik Stenberg



Dr. Hans Nigg